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A Inglewood Police Department Crime Report (File# 16-43133)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

INVESTIGATIVE SUMMARY

CASE NUMBER: **IV 2407566**

SUBJECT: **Marquette Oliver, Deputy, #[redacted]**

UNIT: [redacted]

DATE: **Between May 20, 2016, and June 12, 2016**

LOCATION: **Turf Motel, 9344 Crenshaw Boulevard, Inglewood, California 90305**

ALLEGATIONS:

It is alleged that on May 25, 2016, Subject Oliver propositioned and paid to have sex with a prostitute at a motel in the city Inglewood. During a subsequent meeting at the same motel on June 12, 2016, Subject Oliver was robbed, and his Department issued firearm was taken.

SYNOPSIS:

Subject Oliver owns a clothing business. In May of 2016, Subject Oliver was contacted by [redacted] (Witness [redacted]) regarding a modeling opportunity. They communicated via telephone and text messaging. They scheduled a photo shoot for May 25, 2016. Prior to the photo shoot, Subject Oliver sent text messages to Witness [redacted] indicating he would pay her $25.00 an hour. Witness [redacted] said Subject Oliver propositioned her to have sex with him at the photo shoot for $300.00. Witness [redacted] told Subject Oliver she was interested in modeling only and not interested in having sex. Subject Oliver denied propositioning Witness [redacted] with money to have sex with him **[Refer to Witness [redacted] transcribed Internal Affairs Bureau (IAB) interview, pages 3, 5, 8, and page 12; Subject Oliver's transcribed IAB interview (April 27, 2017), pages 22-24; Exhibit B, pages 224-229]**.

On May 25, 2016, Subject Oliver picked up Witness [redacted] at her residence. They went to the Turf Motel **[Exhibit E]**, located at 9344 Crenshaw Boulevard in the city of Inglewood. They conducted a photo shoot inside a motel room. The photo shoot lasted three hours. During the photo shoot, Subject Oliver made sexual advances toward Witness [redacted] Ultimately, Subject Oliver and Witness [redacted] had consensual sex. Witness [redacted] stated Subject Oliver paid her $500.00 for the photo shoot. She was only supposed to make $75.00 for the photo shoot. She believed the extra money was paid

to her because they had sex, and Subject Oliver previously told her he would pay her for sex. Subject Oliver said he paid Witness [redacted] between $200.00 and $250.00 for the photo shoot, which included a tip. Subject Oliver denied paying Witness [redacted] for sex **[Refer to Witness [redacted] transcribed IAB interview, pages 7-8; Subject Oliver's transcribed IAB interview (April 27, 2017), pages 7-8; Subject Oliver's transcribed IAB interview (May 2, 2017), pages 20 and 40; Exhibit B, pages 224-229]**.

Subject Oliver and Witness [redacted] scheduled another photo shoot for June 12, 2016. Witness [redacted] said Subject Oliver propositioned her to have sex with him for money at the photo shoot. Subject Oliver denied telling Witness [redacted] he would pay her for sex. During the photo shoot on June 12, 2016, Witness [redacted] told Subject Oliver she could not model certain clothing items, because she was on her menstrual cycle. Witness [redacted] said Subject Oliver questioned how they were going to have sex. Witness [redacted] said Subject Oliver offered to pay her for oral sex. Witness [redacted] performed oral sex on Subject Oliver. **[Refer to Witness [redacted] transcribed IAB interview, pages 14-19; Subject Oliver's transcribed IAB interview (May 2, 2017), pages 31 and 40].**

After the oral sex, Subject Oliver went into the bathroom. While Subject Oliver was in the bathroom, Witness [redacted] opened the door to the motel room. Two masked men, later identified as Suspect Samuel Gaines and Suspect Christopher Houze entered the motel room. One of the suspects went to the bathroom and struck Subject Oliver in the head with a handgun. The suspects took Subject Oliver's bag containing his camera, miscellaneous clothing items, and his Department issued handgun. Suspect Gaines and Suspect Houze were later apprehended by the Inglewood Police Department. It was determined, Witness [redacted] was also [redacted] in the robbery. Suspect Gaines, Suspect Houze, and Witness [redacted] were [redacted] with robbery. Inglewood Police Department authored a crime report regarding this incident **[Exhibit A]**. During the robbery investigation, Subject Oliver voluntarily gave his cellular phone to the Inglewood Police Department. Subject Oliver's text messages were extracted from his cellular phone **[Exhibit B]**. Photos were also extracted from Subject Oliver's cellular phone **[Exhibit C; Refer to Witness [redacted] transcribed IAB interview, pages 19-22; Subject Oliver's transcribed IAB interview (May 2, 2017), pages 31-36]**.

IAB Note: **Suspect Gaines was Witness [redacted].**

Subject Oliver did not pay Witness [redacted] for the photo shoot on June 12, 2016, nor did he pay Witness [redacted] for performing oral sex. Subject Oliver said he never propositioned Witness [redacted] to perform oral sex.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

INVESTIGATIVE SUMMARY

Witness [redacted]

On October 27, 2016, at 1513 hours, Witness [redacted] was interviewed by IAB investigators. The interview occurred at Century Regional Detention Facility (CRDF). For Witness [redacted] complete statement, see her transcribed interview.

Following is a summary of Witness [redacted] interview:

Witness [redacted] said in April of 2016, she was referred to Subject Oliver by her friend [redacted]." Witness [redacted] contacted Subject Oliver via telephone, because he was looking for models for his clothing line. Witness [redacted] and Subject Oliver scheduled a photo shoot for May 25, 2016. They exchanged numerous text messages leading to the photo shoot **[Exhibit B]**. In the beginning, the text messages were about Subject Oliver's clothing business, but Subject Oliver's text messages became flirtatious. Witness [redacted] did not mind Subject Oliver's flirtatious text messages, until he sent her a text that was sexual in nature. Witness [redacted] talked to Subject Oliver regarding his sexual text message. Subject Oliver told her, "I wanted you to be all in, not just for business." Witness [redacted] explained to Subject Oliver she only wanted to model and was not interested in having sex. Subject Oliver told Witness [redacted] he would pay her $25.00 an hour for the photo shoot and "she could make more money if she did more." Subject Oliver advised Witness [redacted] she could make $300.00 or more if she had sex with him. Witness [redacted] felt Subject Oliver was soliciting and bribing her for sex **[Refer to Witness [redacted] transcribed IAB interview, pages 2-3, 5-6, 8, and pages 11-12; Exhibit A, page 3; Exhibit B, text messages 1603, 1623, 1626, 1636-1672, and text messages 1684-1690]**.

> **IAB Note: Prior to this incident, Witness [redacted] did [redacted]. There was no history or evidence of prostitution.**

The following are some of the text messages sent from Subject Oliver to Witness [redacted] See **Exhibit B** for the record of text messages:

On May 20, 2016, at 1103 hours, Subject Oliver sent a text message to Witness [redacted] The text message said, "I really want to put a few hundred dollars in your pockets on Sunday, but you gotta be down to get it." **[Exhibit B, text message 1684].**

On May 20, 2016, at 1152 hours, Subject Oliver sent Witness [redacted] a text message. The text message said, "Just understand nobodies judging you [redacted] I just was trying to put a few hundred dollars in your pockets. What we do stays between me and you." **[Exhibit B, text message 1652].**

On May 20, 2016, at 1158 hours, Subject Oliver sent Witness [redacted] a text message. The text message said, "I will leave the offer open to you. If you decide not to take it that's cool. But I need to make sure where still good to go for the shoot on Sunday." **[Exhibit B, text message 1649]**.

On May 20, 2016, at 1232 hours, Subject Oliver sent Witness [redacted] a text message. The text message said, "One last thing. If you think your [redacted] wouldn't sleep with a woman for 300 dollars lol but that's none of my business." **[Exhibit B, text message 1636]**.

On May 25, 2016, at approximately 0900 hours, Subject Oliver picked Witness [redacted] up at [redacted], in the city of Los Angeles. They drove to the Turf Motel. Subject Oliver rented a room for two hours. While inside the room, Subject Oliver took pictures of Witness [redacted] as she modeled clothing from his clothing company. During the photo shoot, Subject Oliver made sexual advances toward Witness [redacted]. They had consensual sex. After they had sex, Subject Oliver paid Witness [redacted] $500.00 cash. Subject Oliver was supposed to pay Witness [redacted] $50.00 for her two-hour photo shoot. Witness [redacted] believed she received an extra $450.00 for having sex with Subject Oliver **[Refer to Witness [redacted] transcribed IAB interview, pages 5-8]**.

IAB Note: There were no nude photographs taken at the photo shoot.

Witness [redacted] and Subject Oliver exchanged more text messages and phone conversations. They scheduled another photo shoot for June 12, 2016. Subject Oliver told Witness [redacted] he wanted to book more time (four hours) at the Turf Motel, so he could have sex with her. Subject Oliver consistently asked Witness [redacted] if she was ready "to get this money." He told Witness [redacted] his offer of making more money by having sex with him still stood, as opposed to just modeling **[Refer to Witness [redacted] transcribed IAB interview, pages 9-12; Exhibit B, text messages 1193, 1195, 1197 1377, 1640, 1644, 1647-1658, and text messages 189-191]**.

On June 12, 2016, Subject Oliver picked up Witness [redacted] from her residence and drove to the Turf Motel for another photo shoot. They arrived at the Turf Motel at approximately 0900 hours. Subject Oliver booked the room for four hours. Subject Oliver took pictures of Witness [redacted] as she modeled clothing from his clothing company. During the photo shoot, Subject Oliver asked Witness [redacted] to model a pair of thong underwear. Witness [redacted] told Subject Oliver she was on her menstrual cycle and could not model the underwear. Subject Oliver made a comment to Witness [redacted] questioning how they were going to have sex. Subject Oliver complained about losing

money on the motel room. Subject Oliver also complained about not being able to have sex with Witness [redacted] **[Refer to Witness [redacted] transcribed IAB interview, pages 14-19]**.

Witness [redacted] said Subject Oliver told her she would not receive all her money. Witness [redacted] stated Subject Oliver asked her to perform oral sex on him. Subject Oliver told Witness [redacted] he would pay her for oral sex. Witness [redacted] performed oral sex on Subject Oliver. After receiving oral sex, Subject Oliver went into the bathroom. Witness [redacted] opened the door to the motel room to receive some air. Suddenly, two male subjects entered the room wearing masks. Witness [redacted] got on the floor. She heard voices in the bathroom. Witness [redacted] did not observe Subject Oliver's actions because she was on the floor. The two males left the room. It was later revealed that one of the men was Witness [redacted], Suspect Gaines. Suspect Gaines and Witness [redacted] were later arrested for robbery and conspiracy to commit robbery **[Refer to Witness [redacted] transcribed IAB interview, pages 19-23; Exhibit A]**.

> **IAB Note: Subject Oliver did not tell Witness [redacted] how much he was going to pay her for performing oral sex on him.**

Subject Marquette Oliver

On April 27, 2017, at 1410 hours, IAB investigators interviewed Subject Oliver. The interview occurred at Internal Affairs Bureau. For Subject Oliver's complete statement, see his transcribed interview.

Following is a summary of Subject Oliver's interview:

Subject Oliver has been employed with the Los Angeles County Sheriff's Department for eighteen years. He is currently assigned to Pasadena Court. He owns a clothing business. The name of his clothing company is [redacted]) clothing brand. His clothing company designs T-shirts, hoodies, hats, bags, sweat suits and underwear. In the past, Subject Oliver has used male and female models for photo shoots to market his clothing brand. He paid his models between $100.00 and $300.00. Subject Oliver said he does not have a set fee or hourly rate. He found his models through his representative [redacted]) and through social media (Facebook, Twitter, Instagram, and Linkedin). [redacted]r conducted photo shoots alone and sometimes would hire a photographer. The models are not photographed in the nude **[Refer to Subject Oliver's transcribed IAB interview, pages 2-4]**.

Subject Oliver said in May of 2016, Witness [redacted] contacted him regarding an opportunity to model his clothing. Witness [redacted] received a business card from Subject Oliver's representative [redacted]. Subject Oliver communicated with Witness [redacted] via telephone, but mainly through text messaging **[Exhibit B]**. Subject Oliver said he texted Witness [redacted] fifty to one hundred times. Subject Oliver told Witness [redacted] he would pay her $25.00 an hour for a photo shoot **[Refer to Subject Oliver's transcribed IAB interview, pages 4-5, 9, and pages 18-19]**.

On May 25, 2016, at approximately 1330 hours, Witness [redacted] participated in a photo shoot with Subject Oliver. The photo shoot occurred at the Turf Motel. The photo shoot lasted three hours. Witness [redacted] modeled shorts, tank tops and thong underwear. Subject Oliver said during the photo shoot, he and Witness [redacted] had consensual sex. Subject Oliver believed he paid Witness [redacted] $200.00 or $250.00 for the photo shoot. Subject Oliver said he never offered to pay Witness [redacted] to have sex with him **[Refer to Subject Oliver's transcribed IAB interview, pages 7-8]**.

IAB Note: **On Wednesday, May 25, 2016, Subject Oliver used a sick-personal day to be absent from work.**

IAB investigators attempted to contact [redacted] via telephone, but his phone was disconnected. IAB investigators were unable to locate Mr. [redacted] address.

Subject Oliver's interview with IAB investigators on April 27, 2017, ended early to allow Subject Oliver and his attorney to review Exhibit B. The interview was rescheduled for May 2, 2017.

On May 2, 2017, at 1011 hours, IAB investigators continued their interview with Subject Oliver. The interview occurred at Internal Affairs Bureau. For Subject Oliver's complete statement, see his transcribed interview.

Following is a summary of Subject Oliver's statement:

Subject Oliver said on June 12, 2016, at approximately 1125 hours, he picked Witness [redacted] up from [redacted], in the city of Los Angeles. They drove to the Turf Motel. Subject Oliver began photographing Witness [redacted] as she modeled the clothing from his company. Subject Oliver stated someone repeatedly began texting and calling Witness [redacted] on her cellular phone. Witness [redacted] went into the bathroom and stayed inside for a while. Witness [redacted] exited the bathroom and sat on the bed. Witness [redacted]

told Subject Oliver she could not model in any underwear because she was on her menstrual cycle. Subject Oliver said he was concluding the photo shoot when Witness [redacted] approached him and began giving him oral sex. Subject Oliver said he did not ask Witness [redacted] to perform oral sex on him, nor did he offer Witness [redacted] any money for her to perform oral sex **[Refer to Subject Oliver's transcribed IAB interview, pages 30-31 and pages 39-41]**.

After Witness [redacted] performed oral sex on him, Subject Oliver went into the bathroom. Subject Oliver heard the door to the motel room open. As Subject Oliver exited the bathroom to investigate, he observed two males (Suspect Gaines and Suspect Houze) standing at the door. Suspect Gaines and Suspect Houze were wearing ski masks and armed with a handgun. Subject Oliver instantly went to the ground, put his hands on his head, and began praying. One of the masked suspects approached Subject Oliver, pointed a handgun at Subject Oliver's head, and asked, "Where is the shit at?" Subject Oliver told the suspect to take whatever he wanted. The suspect struck Subject Oliver in the head with the firearm. The other male suspect began looking inside Subject Oliver's bag, which was near the bed. Subject Oliver's bag contained a laptop computer, miscellaneous clothing, and Subject Oliver's Department issued Beretta 92F, semi-automatic handgun (serial number BER[redacted] **[Refer to Subject Oliver's transcribed IAB interview, pages 31-37]**.

Suspect Houze and Suspect Gaines left the location. Subject Oliver noticed his bag containing the aforementioned items was missing from the room. He also noticed his camera was missing. Subject Oliver confronted Witness [redacted] who was still inside the room. Subject Oliver believed she was involved in the robbery, because she opened the motel room door. Subject Oliver dialed 9-1-1 and told the operator he was an off-duty deputy sheriff and was robbed. At that point, Witness [redacted] became aware Subject Oliver was a deputy sheriff **[Refer to Subject Oliver's transcribed IAB interview, pages 31-36]**.

Subject Oliver exited the motel room and walked down the driveway toward Crenshaw Boulevard. He observed an Inglewood Police Officer detaining Suspect Gaines. Subject Oliver told the Inglewood Police Officer Suspect Gaines robbed him. Suspect Houze was not apprehended the day of the incident. It was revealed that Suspect Gaines was Witness [redacted] Witness [redacted] was also arrested for robbery. Subject Oliver's bag containing his Department issued firearm was not recovered. For more information regarding the robbery and arrests, see Inglewood Police Department's crime/arrest report **[Exhibit A; Refer to Subject Oliver's transcribed IAB interview, pages 36-37]**.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

INVESTIGATIVE SUMMARY

IAB Note: **During the interview on May 2, 2017, IAB investigators questioned Subject Oliver regarding numerous text messages that were in his text message records [Exhibit B]. See his transcribed interview, pages 1-29.**

IAB investigators obtained court transcripts from Subject Oliver's testimony during the preliminary hearing regarding the robbery incident. IAB investigators scheduled another interview with Subject Oliver.

On May 12, 2017, 1503 at hours, IAB investigators conducted an interview with Subject Oliver. The interview occurred at Internal Affairs Bureau. For Subject Oliver's complete statement, see his transcribed interview.

Following is a summary of Subject Oliver's statement:

On August 29, 2016 and August 30, 2016, Subject Oliver testified in the criminal case of Suspect Gaines, Suspect Houze and Witness [redacted] **[Exhibit D]**. At one point during Subject Oliver's testimony, he admitted to exchanging sex for money with Witness [redacted] on May 25, 2016 **[Exhibit D, page 28]**. Subject Oliver testified he did not remember if he solicited Witness [redacted] or if Witness [redacted] solicited him. Subject Oliver told IAB investigators he made an error during his testimony, because he never exchanged money for sex **[Refer to Subject Oliver's transcribed IAB interview (May 12, 2017), pages 2-3; Exhibit D, pages 27-28]**.

IAB investigators questioned Subject Oliver regarding the following text messages exchanged between him and Witness [redacted]

On May 20, 2016, at 1103 hours, Subject Oliver sent a text message to Witness [redacted] stating, "I really want to put a few hundred in your pockets on Sunday, but you gotta be down to get it." **[Exhibit B, text message 1684]**. Subject Oliver said when he sent Witness [redacted] the text message, he was referring to Witness [redacted] willingness to work as a model **[Refer to Subject Oliver's IAB interview (May 12, 2017), pages 11-12]**.

On May 20, 2016, at 1158 hours, Subject Oliver sent Witness [redacted] a text message. The text message said, "I will leave the offer open to you. If you decide not to take it that's cool, but I need to make sure where still good to go for the shoot on Sunday." **[Exhibit B, text message 1649]**. Subject Oliver said his text message was regarding paying Witness [redacted] $25.00 an hour for modeling **[Refer to Subject Oliver's IAB interview (May 12, 2017), pages 28-29]**.

On May 20, 2016, at 1159, hours Witness [redacted] sent Subject Oliver a text message stating," My emotions aren't in this, I just have respect for relationships and business. You're pretty much bribing me to do more than just model. Do u make the same offer to all your models, just curious." **[Exhibit B, text message 1648]**. Subject Oliver responded to Witness [redacted] text on May 20, 2016, at 1202 hours, by texting, "I'm not bribing you. You said your not down with that, so lets just move on [redacted]. It's no big deal." **[Exhibit B, text message 1647]**. Subject Oliver said when he sent the text message to Witness [redacted], he was referring to her modeling **[Refer to Subject Oliver's IAB interview (May 12, 2017), pages 29-30]**.

On May 20, 2016, at 1227 hours, Subject Oliver sent Witness [redacted] a text message stating, "We are just doing the standard shoot for $25 and hour and that's it. You said no on the $300 and I heard you." **[Exhibit B, text message 1640]**. Subject Oliver said he was trying to tell Witness [redacted] she could make up to $300 modeling. Subject Oliver later said he did not know why he mentioned $300 in his text message **[Refer to Subject Oliver's IAB interview (May 12, 2017), pages 31-34]**.

On May 20, 2016, at 1230 hours, Subject Oliver sent Witness [redacted] a text message stating, "I have way too much money to put my hands on somebody without their consent. So at this point that offer is off the table for you." **[Exhibit B, text message 1639]**. Subject Oliver said he offered Witness [redacted] the opportunity to make more than $25 an hour by being photographed in different poses. Subject Oliver stated he was not referring to paying Witness [redacted] for sex **[Refer to Subject Oliver's IAB interview (May 12, 2017), pages 35-36]**.

IAB Note: **On November 28, 2016, Suspect Samuel Gaines was sentenced to five years in state prison for Assault with a Deadly Weapon, 245(a)(2) P.C; Assault with a Deadly Weapon on a Peace Officer, 245(B) P.C; Conspiracy, 182(a) P.C; and Robbery, 211 P.C.**

On November 28, 2016, Suspect Christopher Houze was sentenced to two years in state prison for Assault with a Deadly Weapon on a Peace Officer, 245(B) P.C; Conspiracy, 182(a) P.C; and Robbery, 211 P.C.

On November 28, 2016, Witness [redacted] was [redacted]; [redacted]; and [redacted].

On April 25, 2017, at 1035 hours, IAB investigators attempted to conduct a telephonic interview with Suspect Samuel Gaines at Norco State Prison. Suspect Gaines declined to participate in an interview.

On April 27, 2017, at 1243 hours, IAB investigators attempted to conduct a telephonic interview with Suspect Christopher Houze at High Desert State Prison. Suspect Houze declined to participate in an interview.



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE



JIM McDONNELL, SHERIFF

June 7, 2017

Deputy Marquette Oliver, #[redacted]
[redacted]

Dear Deputy Oliver:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A with this Department, effective the close of business June 28, 2017.

An investigation under IAB File Number IV2407566, conducted by Internal Affairs Bureau, coupled with your own statements, have established the following:

1. That in violation of the Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations, and Orders, as it pertains to Prostitution and/or Solicitation for Prostitution, 647(b) PC; and/or 3-01/030.07, Immoral Conduct, on or about, or between May 20, 2016 and May 25, 2016, while off-duty, you brought undue embarrassment to yourself and the Department when you sought the sexual services of [redacted] in exchange for money during the course of a photo shoot, and/or failed to maintain a level of moral conduct in your personal and business affairs which is in keeping with the highest standards of the law enforcement profession, as evidenced by, but not limited to the following:

   a. sending a text to Ms. [redacted] on May 20, 2016, at 10:59 AM (text #1688), "I'm just making sure

you're down to do what it takes to get money."; and/or,

b. sending a text to Ms. [redacted] on May 20, 2016, at 11:03 AM (text #1684), "I really want to put a few hundred dollars in your pockets on Sunday. But you gotta be down to get it."; and/or,

c. sending a text to Ms. [redacted] on May 20, 2016, at 11:20 AM (text #1671), "As long as your (sic.) all in with No restrictions. I'm definitely go show you a good time and it will only get better from here."; and/or,

d. sending a text to Ms. [redacted] on May 20, 2016, at 11:25 AM (text #1663), "I can't wait to taste you. Lol."; and/or,

e. sending a text to Ms. [redacted] on May 20, 2016, at 11:26 AM (text #1660), in response to her advising you that she was in a relationship, "I know that. So I guess your (sic.) not all in?"; and/or,

f. sending a text to Ms. [redacted] on May 20, 2016, at 11:41 AM (text #1657), "so do you just want to make the $25 and (sic.) hour for the shoot?"; and/or,

g. sending a text to Ms. [redacted] on May 20, 2016, at 11:54 AM (text #1651), "But if your (sic.) not down for anything other than the shoot I understand. But again never allow your emotions to interfere with your Hustle. The two don't mix. You can make a little money or slot (sic.) of Money. It's up to you."; and/or,

h. replying to Ms. [redacted] on May 20, 2016, at 11:58 AM (text #1649), "I will leave the offer open to you. If you decide not to take it that's cool. But I just need to make sure where (sic.) still good for the shoot on Sunday?"; and/or,

i. sending a text to Ms. [redacted] on May 20, 2016, at 12:02 PM (text #1647), "I'm not bribing you. You

said your (sic.) not down with that. So let's move on [redacted] It's no big deal."; and/or,

j. sending a text to Ms. [redacted] on May 20, 2016, at 12:04 PM, (text #1644), "I will pay you $25 and (sic.) hour for the shoot and we will leave it at that."; and/or,

k. sending a text to Ms. [redacted] on May 20, 2016, at 12:27 PM, (text #1640), "We are just doing the standard shoot for $25 and (sic.) hour and that's it. You said NO on the $300 and I heard you."; and/or,

l. sending a text to Ms. [redacted] on May 20, 2016, at 12:30 PM (text #1639), "I have way too much Money to have to put my hands on somebody without their consent. So at this point that offer is off the table for you."; and/or,

m. sending a text to Ms. [redacted] on May 20, 2016, at 12:32 PM (text #1636), "One last thing. If you think your Boyfriend wouldn't sleep with a Woman for $300 lol but that's none of my business."; and/or,

n. sending a text to Ms. [redacted] on May 20, 2016, at 12:59 PM (text #1623), "I will bring condoms just in case you change your mind when you see my handsome ass."; and/or,

o. sending a text to Ms. [redacted] on May 20, 2016, at 1:35 PM (text #1603), "Do you believe everyone has a price?"; and/or,

p. sending a text to Ms. [redacted] on May 20, 2016, at 1:43 PM (text #1589), "Also make sure your kitty is nicely shaved. I hate eating hairy pussy. Lol."; and/or,

q. sending a text to Ms. [redacted] on May 20, 2016, at 1:52 PM (text #1597), "Just understand that this is and (sic.) opportunity and not in any way and (sic.) attempt to disrespect you."; and/or,

r. sending a text to Ms. [redacted] on May 26, 2016, at 11:13 PM (text #1390), "We can do it in the room if you want to let me fuck again.", in regards to scheduling a second photo shoot; and/or,

s. admitting to having sexual intercourse with Ms. [redacted] on May 25, 2016 at the Turf Motel in Inglewood, CA; and/or,

t. paying Ms. [redacted] between $200 and $500 for sex; and/or,

u. while testifying in the Inglewood Courthouse on August 29, 2016, admitting to having a sexual, non-dating, relationship with Witness [redacted] and then subsequently testifying, "Yes" when asked if money was exchanged for sex.

2. That in violation of the Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations, and Orders, as it pertains to Prostitution and/or Solicitation for Prostitution, 647(b) PC; and/or 3-01/030.07, Immoral Conduct, on or about, or between May 26, 2016 and June 12, 2016, while off-duty, you brought undue embarrassment to yourself and the Department when you sought the sexual services of [redacted] in exchange for money, and/or failed to maintain a level of moral conduct in your personal and business affairs which is in keeping with the highest standards of the law enforcement profession, as evidenced by, but not limited to the following:

   a. while in the city of Inglewood at the Turf Motel, on June 12, 2016, you entered into an agreement to pay for oral sex and then received oral sex, from [redacted] during a modeling photo shoot at the location; and/or,

   b. sending a text to Ms. [redacted] on May 26, 2016, at 1:16 PM (text #1377), "the Dick will be better next time. I just have to get use to fucking you."; and/or,

c. sending a text to Ms. [redacted] on May 30, 2016, at 11:23 PM (text #1197), "So I'm thinking three hours should be enough time to shoot for about two hours then we can fuck for about hour. What do you think?"; and/or,

d. sending a text to Ms. [redacted] on May 30, 2016, at 11:43 PM (text #1189), "Do you want me to eat the pussy again before we fuck? I think you really enjoyed me eating that pussy. Am I right?"; and/or,

e. [redacted] statement documented in the Inglewood Police Department report #16-43133 wherein she told Inglewood Police Officer [redacted] that she was paid $500 dollars by you for a photo shoot and for having sex with you.

3. That in violation of the Manual of Policy and Procedures Section 3-01/040.75, Failure to Make Statements, and/or Making False Statements during Departmental Internal Investigations, on or about April 27, 2017 and May 2, 2017, you provided numerous misleading, and/or deliberate distortions of the truth and/or false statements, and/or false recollections while being questioned in regards to paying Ms. [redacted] for sex and/or sexual favors during the course of two (2) photo shoots.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Maria R. Gutierrez, on July 5, 2017, at 1000 hours, in her office, which is located at 211 W. Temple Street 7th Floor, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to July 5, 2017, for your oral response, please call Chief Gutierrez' secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Gutierrez' secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Gutierrez' office no later than June 28, 2017.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JSW:MRG:jr

cc: Advocacy Unit
Employee Relations Unit
Maria R. Gutierrez, Chief, Court Services Division
Internal Affairs Bureau
(File #IV2407566)

SETTLEMENT AGREEMENT
OLIVER, MARQUETTE, #452475

SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Marquette Oliver, (hereinafter referred to as "Mr. Oliver"), Employee Number [redacted]

RECITALS

The Department and Mr. Oliver are interested parties in the investigation under Internal Affairs Bureau No. 2407566. Both desire to resolve all disputes arising as the result of that investigation to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Mr. Oliver for and in consideration of the mutual covenants herein, agree as follows:

1. Upon execution of this Agreement, Mr. Oliver will submit his resignation from the position of Deputy Sheriff, Item No. 2708A, to the Department effective the close of business on Friday, July 14, 2017. The resignation will be attached to this Agreement as Exhibit "A."

2. Mr. Oliver agrees, understands, and acknowledges he will not receive:

   a. CCW endorsement pursuant to California Penal Code 12027

   b. Sheriff's Department retirement credential or badge

3. Mr. Oliver will receive no back pay, no benefits, and no financial or other consideration as a result of entering into and/or executing this Agreement. There will be no issues of back pay.

4. Mr. Oliver understands, agrees, and represents that he will not seek employment or be employed at any time by the County of Los Angeles and the Los Angeles County Sheriff's Department after submission of his resignation.

5. The Department's Performance Recording and Monitoring System (PRMS) will state "Founded, Resigned" under IAB No. 2407566.

6. Mr. Oliver agrees to waive all rights in IAB Case Number 2407566 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

7. The parties understand that a prospective employer of Mr. Oliver may contact the Department to request information pertaining to Mr. Oliver's employment with the Department. The Department will only inform such prospective employers of 1) Mr. Oliver's last position held with the Department and 2) his out-of-service date, unless the Department is provided with a signed waiver and/or release from Mr. Oliver authorizing the release of additional employment information.

8. Mr. Oliver agrees to waive any and all further administrative or judicial remedies with respect to this matter and the resignation set forth hereto, including but not limited to the Los Angeles County Civil Service Commission or the Los Angeles County Employee Relations Commission and any court of law.

9. The parties furthermore agree that this settlement shall not be considered, cited or used in any future dispute between the Department and any other Department employee as establishing precedent or past employment practice. This Agreement resolves the dispute between Mr. Oliver and the Department, and is not to be applied to any other facts or disputes.

10. In consideration of the terms and conditions set forth herein, Mr. Oliver agrees to fully release, acquit and forever discharge the County, its heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Mr. Oliver concerning the subject matter referred to herein. Additionally, Mr. Oliver specifically acknowledges that he has not been the subject of discrimination, retaliation, and/or harassment in any form, including but not limited to based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex, and that he has no claim against the County for any such aforesaid matters wherein any such claim is presently known or not known to him.

11. Mr. Oliver relinquishes and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his/him favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor."

12. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

14. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

15. The parties agree that this is the complete settlement agreement and that no other promises have been made by either party. The parties further agree that no changes may be made
to this settlement agreement unless both parties reduce the changes to writing and sign them.

16. Each party hereto represents and agrees that he/she or it has carefully read and fully understands all of the provisions of the Agreement, and that he/she or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this Agreement.

______________________ 7-14-17

Marquette Oliver, #[redacted] Date

As to form only:

______________________ 7-14-17

Maureen Okwuosa, Attorney at Law
Green & Shinee

Date

For the Department:

______________________ 7-14-17

MARIA R. GUTIERREZ, CHIEF
COURT SERVICES DIVISION

Date



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE



JIM MCDONNELL, SHERIFF

June 7, 2017

Deputy Marquette Oliver, #[redacted]

Dear Deputy Oliver:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A with this Department, effective the close of business June 28, 2017.

An investigation under IAB File Number IV2407566, conducted by Internal Affairs Bureau, coupled with your own statements, have established the following:

1. That in violation of the Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations, and Orders, as it pertains to Prostitution and/or Solicitation for Prostitution, 647(b) PC; and/or 3-01/030.07, Immoral Conduct, on or about, or between May 20, 2016 and May 25, 2016, while off-duty, you brought undue embarrassment to yourself and the Department when you sought the sexual services of [redacted] in exchange for money during the course of a photo shoot, and/or failed to maintain a level of moral conduct in your personal and business affairs which is in keeping with the highest standards of the law enforcement profession, as evidenced by, but not limited to the following:

   a. sending a text to Ms. [redacted] on May 20, 2016, at 10:59 AM (text #1688), "I'm just making sure

you're down to do what it takes to get money."; and/or,

b. sending a text to Ms. [redacted] on May 20, 2016, at 11:03 AM (text #1684), "I really want to put a few hundred dollars in your pockets on Sunday. But you gotta be down to get it."; and/or,

c. sending a text to Ms. [redacted] on May 20, 2016, at 11:20 AM (text #1671), "As long as your (sic.) all in with No restrictions. I'm definitely go show you a good time and it will only get better from here."; and/or,

d. sending a text to Ms. [redacted] on May 20, 2016, at 11:25 AM (text #1663), "I can't wait to taste you. Lol."; and/or,

e. sending a text to Ms. [redacted] on May 20, 2016, at 11:26 AM (text #1660), in response to her advising you that she was in a relationship, "I know that. So I guess your (sic.) not all in?"; and/or,

f. sending a text to Ms. [redacted] on May 20, 2016, at 11:41 AM (text #1657), "so do you just want to make the $25 and (sic.) hour for the shoot?"; and/or,

g. sending a text to Ms. [redacted] on May 20, 2016, at 11:54 AM (text #1651), "But if your (sic.) not down for anything other than the shoot I understand. But again never allow your emotions to interfere with your Hustle. The two don't mix. You can make a little money or slot (sic.) of Money. It's up to you."; and/or,

h. replying to Ms. [redacted] on May 20, 2016, at 11:58 AM (text #1649), "I will leave the offer open to you. If you decide not to take it that's cool. But I just need to make sure where (sic.) still good for the shoot on Sunday?"; and/or,

i. sending a text to Ms. [redacted] on May 20, 2016, at 12:02 PM (text #1647), "I'm not bribing you. You

said your (sic.) not down with that. So let's move on[redacted] It's no big deal."; and/or,

j. sending a text to Ms. [redacted] on May 20, 2016, at 12:04 PM, (text #1644), "I will pay you $25 and (sic.) hour for the shoot and we will leave it at that."; and/or,

k. sending a text to Ms. [redacted] on May 20, 2016, at 12:27 PM, (text #1640), "We are just doing the standard shoot for $25 and (sic.) hour and that's it. You said NO on the $300 and I heard you."; and/or,

l. sending a text to Ms. [redacted] on May 20, 2016, at 12:30 PM (text #1639), "I have way too much Money to have to put my hands on somebody without their consent. So at this point that offer is off the table for you."; and/or,

m. sending a text to Ms. [redacted] on May 20, 2016, at 12:32 PM (text #1636), "One last thing. If you think your [redacted] wouldn't sleep with a Woman for $300 lol but that's none of my business."; and/or,

n. sending a text to Ms. [redacted] on May 20, 2016, at 12:59 PM (text #1623), "I will bring condoms just in case you change your mind when you see my handsome ass."; and/or,

o. sending a text to Ms. [redacted] on May 20, 2016, at 1:35 PM (text #1603), "Do you believe everyone has a price?"; and/or,

p. sending a text to Ms. [redacted] on May 20, 2016, at 1:43 PM (text #1589), "Also make sure your kitty is nicely shaved. I hate eating hairy pussy. Lol."; and/or,

q. sending a text to Ms. [redacted] on May 20, 2016, at 1:52 PM (text #1597), "Just understand that this is and (sic.) opportunity and not in any way and (sic.) attempt to disrespect you."; and/or,

r. sending a text to Ms. [redacted] on May 26, 2016, at 11:13 PM (text #1390), "We can do it in the room if you want to let me fuck again.", in regards to scheduling a second photo shoot; and/or,

s. admitting to having sexual intercourse with Ms. [redacted] on May 25, 2016 at the Turf Motel in Inglewood, CA; and/or,

t. paying Ms. [redacted] between $200 and $500 for sex; and/or,

u. while testifying in the Inglewood Courthouse on August 29, 2016, admitting to having a sexual, non-dating, relationship with Witness [redacted] and then subsequently testifying, "Yes" when asked if money was exchanged for sex.

2. That in violation of the Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations, and Orders, as it pertains to Prostitution and/or Solicitation for Prostitution, 647(b) PC; and/or 3-01/030.07, Immoral Conduct, on or about, or between May 26, 2016 and June 12, 2016, while off-duty, you brought undue embarrassment to yourself and the Department when you sought the sexual services of [redacted] in exchange for money, and/or failed to maintain a level of moral conduct in your personal and business affairs which is in keeping with the highest standards of the law enforcement profession, as evidenced by, but not limited to the following:

a. while in the city of Inglewood at the Turf Motel, on June 12, 2016, you entered into an agreement to pay for oral sex and then received oral sex, from [redacted] during a modeling photo shoot at the location; and/or,

b. sending a text to Ms. [redacted] on May 26, 2016, at 1:16 PM (text #1377), "the Dick will be better next time. I just have to get use to fucking you."; and/or,

c. sending a text to Ms. [redacted] on May 30, 2016, at 11:23 PM (text #1197), "So I'm thinking three hours should be enough time to shoot for about two hours then we can fuck for about hour. What do you think?"; and/or,

d. sending a text to Ms. [redacted] on May 30, 2016, at 11:43 PM (text #1189), "Do you want me to eat the pussy again before we fuck? I think you really enjoyed me eating that pussy. Am I right?"; and/or,

e. [redacted] statement documented in the Inglewood Police Department report #16-43133 wherein she told Inglewood Police Officer [redacted] that she was paid $500 dollars by you for a photo shoot and for having sex with you.

3. That in violation of the Manual of Policy and Procedures Section 3-01/040.75, Failure to Make Statements, and/or Making False Statements during Departmental Internal Investigations, on or about April 27, 2017 and May 2, 2017, you provided numerous misleading, and/or deliberate distortions of the truth and/or false statements, and/or false recollections while being questioned in regards to paying Ms. [redacted] for sex and/or sexual favors during the course of two (2) photo shoots.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Maria R. Gutierrez, on July 5, 2017, at 1000 hours, in her office, which is located at 211 W. Temple Street 7th Floor, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to July 5, 2017, for your oral response, please call Chief Gutierrez' secretary at (213) 229-2170, for an appointment.

If you choose to respond in writing, please call Chief Gutierrez' secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Gutierrez' office no later than June 28, 2017.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JSW:MRG:jr

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